

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

RECEIVED
MAR 16 1993

DIVISION OF
OIL, GAS & MINING

RECLAMATION CONTRACT
---ooOoo---

*Contract and
Surety replaced
3/4/94
This original
returned to Cargill
Salt - 12-22-94*

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)
(Mineral Mined)

M/045/030

SALT, NACL

"MINE LOCATION":

(Name of Mine)
(Description)

AKZO SALT INC.

TIMPIE SOLAR PONDS

TOOELE COUNTY, UTAH

APPROX. 52 MILES WEST OF SLC VIA I-80

"DISTURBED AREA":

(Disturbed Acres)
(Legal Description)

40 ACRES

(refer to Attachment "A")

"OPERATOR":

(Company or Name)
(Address)

AKZO SALT INC.

1428 JAMES PALMER RD.

LAKE POINT, UTAH 84074

DAN BAUER, PLANT MANAGER

(801) 250-1151

(Phone)

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

C T Corporation

50 West Broadway

Salt Lake City, UT 84101

(Phone)

801-531-7090

"OPERATOR'S OFFICER(S)":

A. B. Graf - President

H. A. Burns - Exec. VP & COO

F. E. Crowley - Sr. VP & CFO

G. R. Thompson - Sr. VP & CAO

J. C. Menik - Corp. Controller & Asst. Sec.

"SURETY":

(Form of Surety - Exhibit B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Seaboard Surety Co.

Policy #

"SURETY AMOUNT":

(Escalated Dollars)

\$109,500

"ESCALATION YEAR":

1997

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

EXHIBITS:

A "DISTURBED AREA":

B "SURETY":

Revision Dates:

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Akzo Salt Inc. the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/030 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Exhibit B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division

makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

F. E. Crowley / J. C. Menik

Authorized Officer (Typed or Printed)

FE Crowley SVP & CFO

March 8, 1993

Authorized Officer's Signature

Date

JC Menik Corp. Controller & Asst. Sec.

Authorized Officer's Signature

SO AGREED this _____ day of _____, 19____.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY _____

Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By James W. Carter, Director

Date _____

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 19_____, personally appeared before me, who being duly sworn did say that he/she, the said _____ is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly acknowledge to me that he/she executed the foregoing document by authority of law on behalf of the State of Utah.

Notary Public
Residing at:

My Commission Expires: _____

OPERATOR:

Akzo Salt Inc.
Operator Name

By F. E. Crowley, Sr. VP & CFO
Corporate Officer - Position

[Signature]
Signature

March 8, 1993
Date

J. C. Menik, Corp. Controller & Asst. S
Corporate Officer - Position
[Signature]
Signature

STATE OF Pennsylvania)
COUNTY OF Lackawanna) ss:

On the 8th day of March, 19 93, personally
appeared before me F. E. Crowley and J. C. Menik who
being by me duly sworn did say that he/she, the said F. E. Crowley and J. C. Menik
is the Sr. VP & CFO/ Corp. Cont & Asst SecOf Akzo Salt Inc.
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
F. E. Crowley and J. C. Menik duly acknowledged to me that said
company executed the same.

[Signature]
Notary Public
Residing at: Scranton Pa.

9/23/93
My Commission Expires:

NOTARIAL SEAL
BARBARA A. HENSHAW; Notary Public
S. Abington Township, Lackawanna Coun-v PA
My Commission Expires Sept. 23, 1993

SURETY:

SEABOARD SURETY COMPANY
Surety Company

By Rosalee M. Wilson, Attorney-in-fact
Company Officer - Position

March 4, 1993
Date

Rosalee M. Wilson
Signature

STATE OF North Carolina)
COUNTY OF Buncombe) ss:

On the 4th day of March, 1993, personally
appeared before me Rosalee M. Wilson who
being by me duly sworn did say that he/she, the said Agent
is the Attorney-in-fact of Seaboard Surety Company
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
Rosalee M. Wilson duly acknowledged to me that said
company executed the same.

Sharon D. Hart
Notary Public Sharon D. Hart
Residing at: 5 Mayfair Place
Arden, NC 28704
Buncombe County

MY COMMISSION EXPIRES 6-5-95.

My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

ATTACHMENT "A"

Akzo Salt, Inc.
Operator

Timpie Solar Ponds
Mine Name

M/045/030
Permit Number

Tooele County, Utah

The legal description of lands to be disturbed is:

Township 1 South, Range 7 West, SLBM

Section 8 NW1/4, W1/2NE1/4, except for a one acre parcel described as beginning at a point N. 89° 53' W. 1320 feet and S. 00° 03' E. 1461.3 feet from the Northeast corner of the section, thence S. 00° 03' E. 220.8 feet, then N. 84° 07' W. 201.3 feet, then N. 00° 03' W. 200 feet, then N. 89° 57' E. 200 feet to the point of beginning, together with a right of way across Section 8 as described in Certificate No. 24099.

See drawing labeled "Salt Washing Plant and Related Facilities Reclamation Plan"

EXHIBIT B

MR FORM 5

October 1991

Bond Number _____
Permit Number M/045/030
Mine Name Akzo Salt Inc.

RECEIVED
MAR 16 1993

DIVISION OF
OIL GAS & MINING

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

*This document
never finalized -
Returned to Cargill
Salt. 12-22-00.*

THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned AKZO SALT INC.,
as Principal, and SEABOARD SURETY COMPANY,
as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors,
successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas
and Mining (Division) in the penal sum of One Hundred Nine Thousand Five Hundred & 00/100
dollars (\$ 109,500.00 ~~*****~~).

Principal has estimated in the Mining and Reclamation Plan approved by the Division
on the _____ day of _____, 19 93, that 40 acres of
land will be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached hereto as "Attachment 1"

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and
Reclamation Plan and has faithfully performed all requirements of the Mined Land
Reclamation Act, and complied with the Rules and Regulations adopted in accordance
therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase
in the area disturbed or the extent of disturbance, then, the Division may require that the
amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.


IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

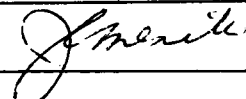
Date March 8, 1993

Akzo Salt Inc.
Principal (Permittee)

By (Name typed): F. E. Crowley/ J. C. Menik

Title: Sr. Vice President & CFO / Corp. Cont.
Asst. Sec.

Signature: 

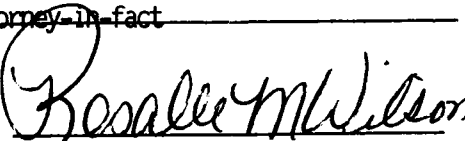
Signature: 

Date March 4, 1993

SEABOARD SURETY COMPANY
Surety

By (Name typed): Rosalee M. Wilson

Title: Attorney-in-fact

Signature: 

SO AGREED this _____ day of _____, 19_____.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

Rosalee M. Wilson, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) Seaboard Surety Company of said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: Rosalee M. Wilson
Surety Officer

Title: Attorney-in-fact

Subscribed and sworn to before me this 4th day of March, 1993.

Sharon D. Hart
Notary Public Sharon D. Hart
Residing at: 5 Mayfair Place
Arden, NC 28704
Buncombe County

My Commission Expires:

MY COMMISSION EXPIRES: _____, 19_____

Page 5
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Exhibit B

Bond Number
Permit Number M/045/030
Mine Name Akzo Salt Inc

"ATTACHMENT 1"

Akzo Salt, Inc.
Operator

M/045/030
Permit Number

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Mine Name

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See drawing labeled "Salt Washing Plant and Related Facilities Reclamation Plan"

Certified Copy

No. 10176

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

JUUJ 4103

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint **Mary M. Wright or Rosalee M. Wilson**

of **Asheville, North Carolina**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: **Without Limitations**

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto. Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 24th day of March, 1988.



Attest:

(Seal)

Gia A. Lispoli
Assistant Secretary

SEABOARD SURETY COMPANY,

By

Michael B. Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET

ss.:

On this 24th day of March, 1988, before me personally appeared Michael B. Keegan, a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

(Seal)



FELICE M. ZUBRYCKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 4, 1991

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 4th day of March, 1988.



Diana M. Stewart
Assistant Secretary

Form 957 (Rev. 7/84)